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RECENT IMPORTANT DECISIONS

BOUNDARIES—PROPERTY CONVEYED—HALF OF "LOT"—STREET.—Plaintiff and defendants own, respectively, the easterly and westerly halves of "lot 17" of a certain tract of land. Defendants' deed described the land conveyed to them as the "westerly one-half of lot 17" of said tract, according to a recorded map, which indicated that the western boundary of lot 17 is the center line of an avenue 60 feet wide. Plaintiff sues to quiet title to a strip of land 15 feet wide adjacent to the center line of said lot. *Held*, that the 30-foot strip covered by the avenue was not part of the lot within the meaning of the deed, and that therefore the eastern boundary of defendants' land was a line halfway between the eastern boundary of the avenue and the eastern boundary of lot 17. *Earl v. Dutour et al.* (Cal., 1919), 183 Pac. 438.

A basic rule of the law of real property is that with regard to grants of land abutting on a highway the ownership is presumed to extend to the middle of the way if the grantor owns that far, unless a contrary intention appear from the conveyance. *Paul v. Carver*, 26 Pa. St. 223; *Low v. Tibbetts*, 72 Me. 92. And at least one court has gone so far as to hold that nothing short of an intention expressed in *ipsis verbis* to exclude the soil of the highway can exclude it. *Salter v. Jonas*, 39 N. J. Law 469; *Simmons v. City of Paterson*, 84 N. J. Equity 23 (land contiguous to a river). At least the declaration to rebut the legal presumption must be clear. *Oxton v. Groves*, 68 Me. 372. Likewise, if the description is by courses and distances and a line runs, in fact, upon, by, or along a street, although not so described, the language will be construed as carrying the grant to the middle of such street. *Champlin v. Pendleton*, 13 Conn. 23; *Sizer v. Devereux*, 16 Barb. (N. Y.) 160. But in order to have the middle of the highway included, it must actually be used as a public way, and not merely exist as a designation on a plan. *Bangor House Proprietary v. Brown*, 33 Me. 309. Contra, *Jarstadt v. Morgan*, 48 Wis. 245. Judged in the light of these general principles the instant case is sound, it simply presenting a different angle to the problem. The conclusion of the Court, that the term "lot" means "that portion of the platted territory measured and set apart for individual and private use and occupancy," is good sense as well as good law.

CONTRACTS—RIGHTS OF THIRD PARTY BENEFICIARY.—Husband and wife entered into a contract whereby the husband agreed to make a transfer of certain property for the benefit of an invalid daughter. *Held*, (two justices dissenting) that under 3 Mich. Comp. Laws 1915, § 12361, which provides among other things that "in all equitable actions all persons having an interest in the subject of the action and in obtaining the relief demanded, may join as plaintiffs" the daughter could maintain an equitable proceeding against the father to enforce the contract, although she was not a party thereto. *Preston v. Preston* (Mich., 1919), 205 Mich. 646.

The case is the more remarkable in view of the fact that the Michigan Supreme Court, contrary to the prevailing American doctrine, seems hereto-